

STATE EMPLOYMENT
RELATIONS BOARD
2002 MAR -4 A 10:59

BEFORE THE
STATE EMPLOYMENT RELATIONS BOARD

CASE NO. 02-MED-10-0956

MEDINA COUNTY SHERIFF	*
EMPLOYER	*
AND	* FACT FINDER'S REPORT
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION	*
UNION	*

I. DATE AND PLACE OF HEARING

This hearing was held on February 15, 2002 at the County Administration Building in Medina, Ohio, a site, which was agreed upon between the parties.

II. PARTIES

The employees are Medina County deputies. The Ohio Patrolmen's Benevolent Association represents them.

The Employer is the Medina County Sheriff, Neil Hassinger.

III. APPEARANCES

The following appeared on behalf of the respective party as noted:

For the Union:

S. Randall Weltman, Attorney
Bruce Cornelius, Deputy & OPBA Director
George F. Kanuch, Deputy & Member of the OPBA Negotiating
Committee
Gregg Greiner, Deputy & Member of the OPBA Negotiating
Committee

For the Employer:

Gary C. Johnson, Attorney
Kenneth Baca, Captain, Medina Sheriff's Department
Tom Miller, Deputy Sheriff, Medina County

IV. INTRODUCTION

This unit is comprised of between 35 and 40 deputies, divided between (1) road patrol and detectives and (2) courtroom and transport deputies. The deputy assigned to jail security is retiring. Corrections Officers assigned to jail security are not a part of this unit. Supervisors are excluded pursuant to statute. (Sec. 4717.01 R.C.)

The union is certified as the bargaining representative for the deputies. The parties have entered into prior collective bargaining agreements, the last one having expired on December 31, 2001.

The parties met on 3 prior occasions to negotiate this contract, and though many issues were resolved an impasse was reached on economic matters. The parties stipulated that the only issues unresolved as a result of their bargaining were those issues presented herein for fact finding.

V. ISSUES PRESENTED

Four (4) issues were identified to be resolved by Fact Finding. They are:

1. Sick Leave- An employer request to delete Section 12.11 from the agreement.
2. Health Insurance- Both of the parties sought to modify the benefits provided herein. There were 3 proposals, 1 by the union (the addition of optical care coverage) and 2 by the employer (increase the deductible and co-pay provisions and increase the employees share of the premium costs) to modify this clause.
3. Rates of Pay- there were 2 proposals to concerning this clause, both of which were made by the Union. Re-classification of deputies to a single designation and a 6% wage increase in each of the 3 years proposed under the contract.
4. Uniform Allowance- the Union sought an increase in the allowance and deletion of the clauses prorating the payment for the calendar year and requiring all uniforms to be turned in upon termination of employment.

VI. FACT FINDING

a. Consideration of Factors

The Fact Finder considered all relevant and reliable information introduced by the parties in support of their respective positions. In addition, consideration, pursuant to Rule 4117-9-05(J), was given to the following:

- a. past collectively bargained agreements between the parties (there was none);
- b. comparison of unresolved issues with other public employees doing comparable work;
- c. consideration of factors peculiar to the area and classification;
- d. the interest and welfare of the public;
- e. ability of the employer to finance and administer the issues proposed;
- f. effect of the adjustments on the normal standard of public service;
- g. lawful authority of the employer;
- h. stipulations between the parties;
- i. any other factors, not listed above, which are normally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

b. Exhibits

The parties introduced the following exhibits, all of which were admitted.

- Joint Exhibit 1: Collective Bargaining Agreement
- Employer Exhibit 1: Medina County Medical Benefit Summary
- Employer Exhibit 2: 2001 Medical Benefits
- Employer Exhibit 3: Copy of the Agreement between Medina County and SEIU, Local 47
- Employer Exhibit 4: Average Wage Information
- Employer Exhibit 5: Summary of General Fund Receipts
- Employer Exhibit 6: Copy of first page of the Medina Gazette of February 13, 2002

Employer Exhibit 7:	Uniform Allowance Comparison
Union Exhibit 1:	SERB Report on Health Care costs
Union Exhibit 2:	Medina County Financial Report
Union Exhibit 3:	Health Care Analysis
Union Exhibit 4:	Copy of labor agreement, Geauga County and OPBA
Union Exhibit 5:	Copy of labor agreement, Lake County and OPBA
Union Exhibit 6:	Copy of labor agreement Cuyahoga County and OPBA
Union Exhibit 7:	Comparison of wages and benefits
Union Exhibit 8:	Comparison of wages and benefits
Union Exhibit 9:	Comparison of wages and benefits
Union Exhibit 10:	Comparison of wages and benefits
Union Exhibit 11:	Comparison of wages and benefits
Union Exhibit 12:	Comparison of wages and benefits
Union Exhibit 13:	Comparison of wages and benefits
Union Exhibit 14:	Comparison of wages and benefits
Union Exhibit 15:	1998-1999 Total compensation survey
Union Exhibit 16:	SERB Wage Settlement Breakdown
Union Exhibit 17:	Deputies documentation
Union Exhibit 18:	Treasurer's investment report
Union Exhibit 19:	Sales Tax revenue report
Union Exhibit 20:	Newspaper articles- Plain Dealer
Union Exhibit 21:	Newspaper articles- Beacon Journal
Union Exhibit 22:	Newspaper articles- Medina Gazette

ISSUE NO. 1

SICK LEAVE

ARTICLE XII, SECTION 12.11

EMPLOYER PROPOSAL & POSITION: The Employer is seeking to delete paragraph 12.11 which provides that a personal day may be used each year out of the sick leave allowance.

UNION POSITION: The Union stated that this was a negotiated benefit, exchanged for a give back, and has been in place for the last 3 contracts.

DISCUSSION:

The Employer argued that this benefit was unique to the bargaining unit and encourages misuse of sick day leave. Testimony revealed that there is a pending grievance over whether advance notice is to be given prior to use. The Union claimed that it is only within the last two months that notice and approval are being required before permitting the employee to exercise this benefit. Though the Employer urged that the Fact Finder, if he were not going to recommend abolishing the benefit, to least make a recommendation, which would include restraints on its use. Since there is a pending grievance concerning whether notice need be given or permission granted, and interpretation of the now expired is at issue, the Fact Finder is not inclined

to recommend any restraints herein, but permit the arbitrator to determine the issue.

Though the exercise of this benefit may prove inconvenient in administration and may require some schedule juggling on occasion, no evidence was presented to establish that this benefit has been abused or misused.

RECOMMENDATION: The Fact Finder recommends that the language in Section 12.11 be retained in the new agreement.

ISSUE NO. 2

ARTICLE XXII

INSURANCES

A. OPTICAL COVERAGE

UNION PROPOSAL & POSITION: The Union proposed the addition of optical benefits to Section 22.03 to include an annual optical exam for each family member, a benefit of up to \$300 for each family member for the purchase of glasses or contact lenses, and payment of corrective eye surgery (laser) for the member.

EMPLOYER POSITION: The Employer opposed the addition of optical benefits.

DISCUSSION: This benefit is enjoyed by about half of all public employees in the State of Ohio (Union Exhibits 1 & 2) The cost of optical care, according to the Union, is \$12.24

per employee or \$165.12 per family per year. The Employer did not submit any cost computations and readily admitted that it had the ability to pay for this benefit, but was unwilling to do so. The Union submitted that glasses were a hindrance when handling balky prisoners or in adverse weather conditions, and contact lenses were acceptable, but corrective surgery was preferable. Those arguments are better characterized as personal preferences rather than job related necessities.

The fact that the Employer has the ability to pay for this added benefit does not automatically result in its inclusion in the new labor agreement. Other criteria must be considered.

Eye injuries off the job and non-elective, medically necessary ophthalmological surgery would be covered under the existing healthcare plan. Thus unit members have the availability of medical care for many optical problems, not including eyeglasses and exams.

The Fact Finder was not persuaded by the Union's argument that eyeglasses may interfere with the deputies in discharging their duties in a given situation which would make contact lenses preferred over glasses and corrective laser surgery preferred over both. Medical benefits are available for many eye related injuries and diseases. Optical benefits would be nice, but are not necessary,

particularly in view of the Employer's rejection of the benefit. Further only half of the public employees enjoy this benefit, there is not statewide mandate upon which to base the addition of this benefit, particularly in view of the Employer's desire to cut medical costs and benefits.

RECOMMENDATION: It is the recommendation of the Fact Finder that optical benefits not be included in the new agreement.

B. INCREASING CO-PAY AND DEDUCTIBLE AMOUNTS

EMPLOYER PROPOSAL & POSITION: The Employer proposed to raise the co-pays and deductibles under the current healthcare plan in order to lessen the impact upon the county since the county's costs during the past year have risen dramatically and it was necessary to curb the continued increases. The Employer also claimed that the employees in the Sanitary Engineers and the MR/DD employees recently accepted a similar proposal. It was the Employer's intention that all county employees receive the same healthcare benefits.

UNION POSITION: The Union was against any changes to the benefit levels of health care.

DISCUSSION: The Employer proposed to increase deductibles (from \$100 to \$250-\$500 on a single plan and from \$200 to \$500-\$1,000) on a family plan, out of pocket maximums on family plans (from \$600-\$1,200 to \$1,000- \$2,000), and prescription drug co-pays (from \$5 on brand names to \$12 and

from \$0 to \$6 on generic with yearly out of pocket maximums of \$250 single and \$500 family). The increases were sought to help offset an expected rise to \$6,252.73 per employee in calendar year 2001, a \$1,250 increase per employee from the previous year. (See Employer Exhibit 1)

The medical benefits provided under the plan and the Deputies share of the costs are similar to those provided deputies in other Northeastern Ohio counties. Medical costs are increasing in Ohio as they are increasing elsewhere.

Again there is no inability on the part of the Employer to continue the benefits at the same level as currently enjoyed. Admittedly, the costs of providing this coverage has increased in the past 2 years, but the Employer can afford to absorb those increases without reducing benefit levels.

RECOMMENDATION: It is the recommendation of the Fact Finder that no changes be made to the co-pay, deductible and prescription drug provisions of the labor agreement.

C. PREMIUM CONTRIBUTIONS

EMPLOYER PROPOSAL & POSITION: The Employer proposed to increase the premium contribution made by employees with family plan coverage from \$30 to \$50 per month. No raises were sought for single participants

UNION POSITION: The Union opposed changes in the contribution rates.

DISCUSSION: The Employer suggested that increases in the premium contribution rates were necessary to offset spiraling medical costs of the self funded plan. The leveling of medical costs experienced in the latter half of the last decade may, in fact, be at an end and that an adjustment in contribution rates may be necessary. The Union argued that the increase in costs experienced in the last two years in comparison with the level costs of the previous 5 years was a mere "blip" in the overall picture.

The increase in medical costs over the past 2 years is more than a mere "blip". Increases are being felt throughout Ohio. The recommendation made in the previous section assures that benefit levels will remain the same. Those members using the health care coverage will not be called upon to pay the actual costs associated with increased usage. However, some adjustment in premium contribution rates is warranted in order to offset the increases. No documentation was introduced to establish that the losses were due to increased use by family plan subscribers in comparison to single plan subscribers. In any event there is an ability on the part of the Employer to pay for this benefit, but the Fact Finder believes that some adjustment in premium costs is warranted.

RECOMMENDATION: It is the recommendation of the Fact Finder that premium contribution rates be increased for

family plan users to \$40 commencing January 1, 2003 and to \$50 per month commencing January 1, 2004. Though no increase for single plan users was requested, an increase in the employee contribution from \$20 per month to \$25 per month beginning January 1, 2003 and \$30 per month beginning January 1 2004 is reasonable.

ISSUE NO. 3

CLASSIFICATION AND RATES OF PAY

ART. XXVIII

A. CLASSIFICATION

UNION PROPOSAL AND POSITION: The Union proposed that the classification between Deputy I and Deputy II be abolished.

EMPLOYER POSITION: The employer had no definitive position on the issue of reclassification of deputies into a single class.

DISCUSSION: In the prior contract, the deputies were designated as I, II and III, the first being the road patrol and detective deputies, the second constituting the transportation and courtroom security deputies and the third being jail security personnel. Since there is only one deputy providing jail security and he is in the process of retiring only those deputies designated as Deputies I and Deputies II concern us herein.

The Union proposed that the designation between the deputies be removed since all deputies undergo the same training, can interchange jobs and are all certified to carry firearms.

The Sheriff testified that he believed that the designation between deputies should be abolished.

The elimination of the classification between deputies does not automatically mean that all deputies are entitled to be paid at the higher rate now enjoyed by Deputy I personnel. The parties recognized that road patrol and detectives perform duties that the layman would recognize as constituting "police work". In the opinion of the Fact Finder road patrol and detective work requires a greater degree of skill and exposes those men to a greater danger than those deputies providing prisoner transportation or courtroom security, or monitoring home detention probationers. Formerly road patrol and detective deputies were permitted to drive county vehicles back and forth to work which was an economic benefit not enjoyed by the other deputies. Since that perk was taken away due to potential issues of liability, the road patrol and detectives received a higher rate of pay. Today, that difference approximates \$2,300.00.

RECOMMENDATION: The Fact Finder recommends that the classification of Deputy I and Deputy II be eliminated and that all deputies, henceforth, simply be referred to as "Deputy" in the new agreement. The Fact Finder also recommends that the Road Patrol and Detective Deputies receive an additional \$2,300 as a duty differential.

B. RATES OF PAY

UNION PROPOSAL AND POSITION: The Union requested a 6% increase in each of the 3 years of the agreement.

EMPLOYER POSITION: The Employer countered by offering a 3% increase in each of the years of the contract.

DISCUSSION: The Union cited the sound financial position of the County and the pay scales of deputies in Lake and Geauga Counties in support of its position seeking 6% increases.

In fact, Medina County is in sound financial condition and has the ability to pay a reasonable wage increase to the deputies. However, the ability to pay does not automatically entitle this unit or any other unit to an increase which would place the road patrol on a level with the municipal police officers in Medina City, Wadsworth and Brunswick and far more than that earned by deputies in Cuyahoga (limited road patrol duties) and Summit Counties. (Union Exhibits 7 and 8).

The Consumer Price Index rose only 1.1% over a 12 month period ending in January. Economists are predicting the core portion of the CPI to rise less rapidly than the 2.6% of the last 12 months.

Presently, wages for transport and courtroom security deputies are less than deputies in Cuyahoga, Lorain, Geauga, Lake and Summit Counties. An increase based upon base wages without an increase in the road patrol differential will prevent against the widening wage gap between road patrol and transportation deputies. Moreover, the recommendation on wage increases must be taken into consideration with the recommendation regarding health care costs and benefit levels.

RECOMMENDATION: The Fact Finder recommends that wages for deputies be increased 4%, 3.5% and 3.5% respectively in the three years of the contract.

ISSUE NO 4

UNIFORM MAINTENANCE ALLOWANCE

ART. XXI

UNION PROPOSAL AND POSITION: The Union proposed that uniform allowances be increased from \$625 to \$750 for new hires, \$800 to \$1,000 for deputies and \$900 to \$1,100 for deputy detectives and to delete Section 21.03 prorating the allowance and requiring uniforms to be surrendered upon termination of employment.

EMPLOYER POSITION: The Employer was not amenable to any increases in the uniform allowance and prorations or requirement to surrender uniforms upon cessation of employment.

DISCUSSION: The only evidence in support of an increase in this allowance was the fact that the IRS is now taxing the allowance as income. This benefit was intended to offset the costs of uniforms which would have no use outside of the job. No evidence of increased uniform costs was presented. The allowance is prorated under the terms of the contract and is to help defray the costs over the entire year. Though the contract does not specify the date on which the allowance is paid, presumably it is paid early in the calendar year. While the requirement that uniforms be turned in upon the termination of employment places the Employer in the second hand clothing business, a deputy terminating his employment cannot continue to wear the uniform. The language sought to be deleted appears in the prior contract.

RECOMMENDATION: The Fact Finder recommends against any changes in Article XXI of the agreement.

I. Bernard Trombetta
Fact Finder

SERVICE

A copy of the foregoing Fact Finder's Report was served upon S. Randall Weltman, Attorney for Union, 1228 Euclid Avenue, 9th Floor, Cleveland, Ohio 44115 and upon Gary C. Johnson, Attorney for Employer, 1001 Lakeside Avenue, #1700, Cleveland, Ohio 44114 on this 27th day of February, 2002 by ordinary U.S. Mail.
